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APPENDIX "A"

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

**No. 82-3200
Summary Calendar**

**ARVIS E. WHITMAN, SHERIFF,
BIENVILLE PARISH, LOUISIANA**

Plaintiff-Appellee,

VERSUS

NORTH RIVER INSURANCE COMPANY

Defendant-Appellant.

**Appeal From the United States District Court
For the Western District of Louisiana**

(October 15, 1982)

**Before RUBIN, JOHNSON and WILLIAMS, Circuit
Judges.**

PER CURIAM: AFFIRMED. See Local Rule 21.

APPENDIX "B"

**IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

ARVIS E. WHITMAN

versus

CIVIL ACTION NO. 80-1453

NORTH RIVER INSURANCE COMPANY

JUDGMENT

For the reasons orally assigned in open court on
March 1, 1982,

IT IS ORDERED, ADJUDGED AND DECREED
that there be summary judgment in favor of the plaintiff,
Arvis E. Whitman, and against the defendant, North River
Insurance Company, in the amount of \$18,543.75 plus legal
interest as provided by law and court costs.

THUS DONE AND SIGNED in chambers at
Shreveport, Louisiana, this 11th day of March, 1982.

/S/TOM STAGG

TOM STAGG
UNITED STATES DISTRICT JUDGE

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

ARVIS E. WHITMAN,

Plaintiff

-versus-

CIVIL ACTION NO. CI801453

NORTH RIVER INSURANCE CO., ET AL

Defendant

**TRIAL COURT: HONORABLE TOM STAGG,
JUDGE**

**TRANSCRIPT: REPORTER'S OFFICIAL TRAN-
SCRIPT OF PROCEEDINGS IN ABOVE CAUSE**

**LOCATION: UNITED STATES DISTRICT COUR-
THOUSE, SHREVEPORT, LOUISIANA**

HEARING DATE: MARCH 1, 1982

TRANSCRIPT FILED: 3/9/82

**TRANSCRIPT ORDERED BY: MR. ALEX F.
SMITH, JR., ATTORNEY SHREVEPORT, LOUISIANA**

**BILL HOGAN, RPR
Official Court Reporter
United States District Court
P.O. Box 441
Shreveport, La. 71162
(318) 226-5293**

APPEARANCES:

FOR THE DEFENDANTS: Mr. Alex F. Smith, Jr.
Attorney at Law
307 Wall Street
Shreveport, La. 71101

BE IT REMEMBERED that in the United States District Court for the Western District of Louisiana, Shreveport Division, in the United States Courthouse, in the City of Shreveport, Parish of Caddo, State of Louisiana, on the 1st day of March, 1982, the above entitled cause came on for hearing before the Honorable Tom Stagg, Judge of said Court, and the proceedings on the hearing are in the words and figures following, to-wit:

THE COURT: The next matter in order of their number is Arvis Whitman versus North River Insurance Company; and there is before the Court a summary judgment motion filed by the plaintiff, Arvis Whitman.

This case goes back a long way with me. I think to 1975. I believe it was in 1975. It was at the time they were having a sheriff's race in Bienville Parish, and a man named Reverend McFord ran a children's home in Bienville Parish. And he thought that the sheriff of Bienville Parish was a terrible man, an awful candidate. He said so publicly and gave terrible reasons why using perfectly awful language. He put a sign in front of his home—"This time, I think, elect a Christian sheriff so and so". To which Arvis Whitman took considerable umbrage.

Some event occurred on the—I forget the days;

but I think it was on the nineteenth of the month that it occurred, which was a Tuesday or Wednesday. Some shots were fired and some reason or other, the sheriff's deputies came to get McFord and took him to the sheriff's office and charged him with disturbing the peace or something, and a bond was set by the state judge; which was posted, and McFord went about his business.

When Arvis Whitman who was the sheriff of Bienville Parish found out that McFord had been in the hands of his deputies and out again, my recollection is that he called up the state court judge and remonstrated with him about the of the bond. The state court judge condescended for his friend, the sheriff, to raise the bond. So a deputy was told to call McFord—and by now it was Sunday, or about then, four or five days later.

He was called to come to the sheriff's office, to the courthouse, and arrange to make a bigger bond. When he got there, my recollection is, he was told to go into the sheriff's office. And the sheriff was in there with a man named Talbort, and they asked Reverend McFord if it was true that he had said that Talbort reported to the sheriff that he, McFord, has called the sheriff a "war monger" and had used some other abusive language; whereupon getting no adequate response from McFord, the sheriff—according to my account—either hit him or kicked him a total of four times, resulting in a judgment of one thousand dollars per lick against the sheriff for deprivation of the rights of Reverend McFord.

Well, that was a long time ago and a lot of Court action since then. Our trial was in November of seventy-seven. There was an appeal to the Fifth Circuit, and all this time Arvis Whit-

man is trying to get his insurance company or companies to defend him. They're using whatever force of law they thought they had. They wouldn't pay him and they wouldn't pay his lawyer the legal fees he was out. They wouldn't defend him.

He makes a motion, after filing suit in this Court, against the North River Insurance Company. He then follows on with a motion for summary judgment based on the language in the insurance policy. And comparing it with the language used by this Court in ruling on a motion for summary judgment that had been filed back in the original case of McFord versus Whitman in 76-1210; and he now uses the language from Case Number 76-1210 to claim coverage and payment from his insurance company.

That insurance policy provides coverage for damages arising from deprivation of rights. The policy also covers damages for assault and battery, provided the assault and battery was committed while attempting to make an arrest or while resisting an attempt by a prisoner to escape. I believe that's not word for word, but it's close.

The company denies any coverage on the basis that what Sheriff Whitman did was to commit an assault and battery on McFord, and that it was not committed during an arrest and that, therefore, the policy language doesn't apply.

The opposite side of that argument is Sheriff Whitman says that the language used by this Court in a ruling denying a summary judgment wherein in plain words, the Court said Sheriff Whitman had violated the rights of citizens. The Sheriff had said he's sworn to do this or that, and

the language that I used was: "I am sworn in my duty to protect against deprivation of rights granted to citizens under the constitution."

So here we have the use of the words, "deprivation of rights"; and it's on this language that the defendant, North River, admits those words were used but contends that the Court was in error and should reconsider characterization being administered to McFord as the deprivation of rights, rather than assault and battery.

They argue that the phrase, "Deprivation of rights" encompasses such things as depriving a prisoner of sanitary living conditions, depriving someone of proper medical care while in custody, depriving the right to worship; those manners of things are correctly described as deprivation of rights.

They make another argument that if assault and battery was committed, they claim, on McFord by Arvis Whitman. If assault and battery is considered a deprivation of rights, why was assault and battery specifically mentioned and set out in the policy with clarification.

When you read the policy, it appears that assault and battery was mentioned in the context, I suppose, of a state court civil action against the sheriff for the intentional tort of assault and battery.

The phrase, "Deprivation of rights", seems to me to encompass claims brought under 1983, or any other civil rights statutes. And while assault and battery would fit under both categories of policy language, I don't think the policy intends to exclude it from deprivation rights.

Among the more well-settled principles in Louisiana law is that the insurer is required to express exclusions to its insuring obligations. To clearly express the exclusions, and that any doubt or ambiguity is to be resolved against the insurer.

In the Benton Casing Service Company there's an added phrase to that well-settled principle, and that is that it also is to be resolved in favor of what reason and probability dictate was intended by the parties with respect to coverage. That's what takes the longest time to decide. What did that mean, and how do we apply it here?

In the Fifth Circuit in McDaniels versus A&P Grocery Company, somewhere in six or two Federal second, that court said that any doubt as to the meaning of a disputed policy provision must be resolved against the insurer. Here, the ambiguity between the use of the words, "deprivation of rights" and the words, "assault and battery" must be resolved against the insurance company to the extent that where there is an assault and battery which rises to the level of a constitutional violation and becomes a deprivation of rights under the circumstances of McFord's confrontation with Sheriff Whitman seven years ago. I think it was that long ago. Then it falls within the coverage of the policy using the words, "deprivation of rights".

This court found that a deprivation of rights had occurred. It occurred in the form of an assault and battery against Mr. McFord. But there is that level of ambiguity that exists here that I think clearly Louisiana precedent and Fifth Circuit precedent do require this Court to resolve it in favor of granting the summary judgment for Sheriff Arvis Whitman; and summary judgment

is, for the reasons stated, granted in this case.

Now, Mr. Smith, if that concludes your business with the Court, you're free to move around.

MR. SMITH: Thank you, sir.

THE COURT: I presume that if you think seriously enough about the Court's rendition this afternoon that you think I have erred to an intolerable degree, I would specifically request that you ask Fifth Circuit to grade my paper.

MR. SMITH: I think they'll get that chance

THE COURT: There is no question but what that it is a closely disputed issue, that it is the total opposite result, unguidedly, that I might reach. But I am guided by the Fifth Circuit precedents.

It seems like what I did in the trial in November of seventy-seven was to award damages in favor of McFord because I thought he was impermissably beat about the head and body. And that it was neat and proper that the sheriff out to pay those damages.

Now, what I'm called on to do almost five years later—four and a half years later—is to rule that under his insurance policy, the sheriff gets to be paid by his insuror. It doesn't come to the Court clean and slick and smooth and without question. And I have labored over it, and I have decided it, and let someone else figure out whether I did it right.

MR. SMITH: All right.

THE COURT: All right, gentlemen.

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

ARVIS E. WHITMAN,

Plaintiff

-versus-

CIVIL ACTION NO. CI-801453

NORTH RIVER INSURANCE CO.

Defendant

CERTIFICATE OF REPORTER

I, Bill Hogan, do hereby certify that the above and foregoing transcript, consisting of 1 through 11 is a full, true, correct and accurate transcript of the proceedings, as requested to be transcribed, had in the hearing of the above cause on March 1, 1982 before the Honorable Tom Staggs, Judge of said Court, as reported and transcribed by me as Official Court Reporter for the above Court.

/S/ BILL HOGAN

Bill Hogan, Official Court Reporter

APPENDIX "C"

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

**ARVIS E. WHITMAN, SHERIFF,
BIENVILLE PARISH, LOUISIANA**

VERSUS

CIVIL ACTION NO. 80-1453

**STONEWALL INSURANCE COMPANY,
ET AL**

AMENDED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes ARVIS E. WHITMAN, SHERIFF, BIENVILLE PARISH, LOUISIANA, complainant herein, and with respect shows and avers that he desires to supplement and amend his original petition herein by substituting North River Insurance Company, for the named defendants in the caption, preamble, petition and prayer of the original petition.

That North River Insurance Company, a foreign insurance corporation authorized to do and doing business within the State of Louisiana, should be substituted as a party defendant in lieu of the named defendants.

WHEREFORE, complainant prays that NORTH RIVER INSURANCE COMPANY be substituted as a party defendant in lieu of the original defendants and that after

all legal delays and due proceedings had, there be judgment herein in favor of complainant, ARVIS E. WHITMAN, SHERIFF, BIENVILLE PARISH, LOUISIANA, and against the defendant, NORTH RIVER INSURANCE COMPANY, in the full and true sum of EIGHTEEN THOUSAND, FIVE HUNDRED FORTY-THREE AND 75/100 (\$18,543.75) DOLLARS, together with legal interest from date of judicial demand until paid and for all costs of these proceedings.

Further prays for all necessary orders and decrees and for just and equitable relief.

LAW OFFICES OF BOBBY L. CULPEPPER
525 EAST COURT AVENUE
JONESBORO, LOUISIANA 71251

BY: _____
BOBBY L. CULPEPPER

CERTIFICATE

I hereby certify that a copy of the above and foregoing Amended Complaint has been served upon the defendants by mailing a copy of same, in the United States mail, postage prepaid, to Mr. Alex F. Smith, Jr., Mayer, Smith & Roberts, Attorneys at Law, 307 Wall Street, Shreveport, Louisiana 71101.

Jonesboro, Louisiana, this 2nd day of June, 1981.

BOBBY L. CULPEPPER

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

ARVIS E. WHITMAN, SHERIFF,
BIENVILLE PARISH, LOUISIANA

VERSUS

CIVIL ACTION NO. 80-1453

STONEWALL INSURANCE COMPANY,
ET AL

FILED NOV. 5, 1981

ORDER

Considering the foregoing Amended Complaint:

LET NORTH RIVER INSURANCE COMPANY be and it is hereby substituted as a party defendant in lieu of the original defendants herein.

THUS DONE AND SIGNED in Chambers at Shreveport, Louisiana, on this the 5th day of November, 1981.

U. S. DISTRICT JUDGE

APPENDIX "D"

CERTIFICATE OF INSURANCE

NO. 007

effected through

GRAY & COMPANY, INC.

2612 SEVERN AVENUE

METAIRIE, LOUISIANA 70002

We have effected the following insurance with
STONEWALL INSURANCE COMPANY, INTERNA-
TIONAL SURPLUS INSURANCE COMPANY, DIXIE
AUTO INSURANCE COMPANY AND HOLLAND
AMERICA INSURANCE COMPANY

Assured:
ARVISE. WHITMAN

Premium Adjustable per
Declarations

SHERIFF OF THE PARISH OF BIENVILLE

Address:
PARISH OF BIENVILLE
LOUISIANA

Rate: Adjustable Monthly
At Rates Outlined in
Declarations

Period:
NOVEMBER 1, 1974 TO NOVEMBER 1, 1977
BOTH DAYS AT 12:01 A.M., CENTRAL STANDARD
TIME

Coverage:

EXCESS COMPREHENSIVE GENERAL BODILY IN-
JURY AND/OR PROPERTY DAMAGE LIABILITY

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AND/OR PROFESSIONAL LIABILITY, AS PER
FORMS AND ENDORSEMENTS ATTACHED
HERETO.

Amount or Limit:

\$1,000,000.00 COMBINED SINGLE LIMIT

Signed at New Orleans, Louisiana, this 1st day of
November 1974

GRAY & COMPANY, INC.

By: _____

ENDORSEMENT

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may

be made upon

GRAY AND COMPANY, INC.
2612 SEVERN AVENUE
METAIRIE, LOUISIANA 70002

, and that in any suit instituted against any one of them under this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or Reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

GRAY & COMPANY, INC.

By: _____

NAME OF INSURED (ASSURED):

The "NAMED INSURED" shall be defined as follows:

"NAMED INSURED" means each Sheriff of the Parishes of the State of Louisiana, each legally commissioned Deputy Sheriff, and each employee of the Sheriff, each of whom have given formal written notice to the Company or its authorized representative of their notice to the Company or its authorized representative of their intent to be covered hereunder, or each of whom have been included for automatic coverage under Option B or Option C of the Automatic Coverage endorsement attached to this Policy, and for whom premium as stipulated herein has been paid to the Company. Wherever the word "Insured" appears herein, it will be understood to mean the Named Insured.

Notwithstanding anything contained herein to the contrary it is understood and agreed that wherever the word "ACCIDENT" appears in this Policy, the word "INCIDENT" may be substituted.

"Incident" includes the initial act or acts attributable to a specific alledged crime or complaint resulting in action by the insured, which crime or complaint can be fixed as to time and place, and any subsequent acts which directly re-

late to or arise out of the original crime or complaint.

As defined under Coverage A and Coverage B, notwithstanding anything contained herein to the contrary it is understood and agreed that wherever the word "ACCIDENT" appears in this Policy, the word "OCCURRENCE" may be substituted.

The word "Occurrence" whenever used herein shall mean one happening or series of happenings arising out of one event taking place during the period of this policy and resulting in injury to persons or damage to property during the period of this insurance provided such injury or damage is not intentionally caused. All injuries or damage arising out of exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

INCLUSION OF CONTRACTUAL LIABILITY

Such insurance as is afforded by this policy with respect to liability assumed by the Assured under contract applies to all written contracts, provided however the insurance afforded hereunder does not apply to any liability assumed by the Assured under any such contract with respect to any accident caused by the sole negligence of the indemnitee unless specifically scheduled herein.

The Assured agrees to give notice to the Company as soon as reasonably possible after each such contract is entered

into by the Assured with an indemnitee. The Assured further agrees to maintain a record of all such contracts and will pay any appropriate premium therefor.

WHEREAS the Assured has paid Premium or Consideration to the Stonewall Insurance Company (hereinafter referred to as "the Company") to insure against loss as follows:

NOW, THEREFORE, the Company agrees to indemnify (Subject to the terms, conditions and limitations contained herein and/or endorsed hereon or attached hereto, which terms and the due observance of all conditions and limitations shall be deemed to be precedent to the liability of the Company hereunder) the Assured, his Executors, Administrators and Assigns against all sums which the Assured shall become legally liable to pay in respect of claims against the Assured for loss or damage as more specifically defined and set forth herein, occurring during the policy period stated in the Schedule and arising out of the Assured's operations.

INSURING AGREEMENTS

SECTION I

Comprehensive General Liability Insurance

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to

pay as damages to which this Policy applies because of:

COVERAGE A — Bodily Injury

“Bodily Injury” means bodily injury, sickness or disease sustained by any person accidentally caused by any act of the insured while acting within the scope of his duties as a law enforcement officer; or tax collector; “damages” includes damages for death and for care and loss of services resulting from bodily injury;

COVERAGE B — Property Damage

To pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay for damage to tangible property including loss of use thereof caused by accident and arising out of the Assured's operations;

COVERAGE C - Personal Injury

“Personal Injury” means false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, deprivation of rights (as further defined herein), violation of property rights and, if committed while making or attempting to make an arrest or while resisting an overt attempt to escape by a person under arrest, assault and battery, provided that no act shall be deemed to be or result in personal injury unless committed or alleged to have been committed during the currency of this policy arising out of the per-

formance of the duties under color of law of any duly elected or appointed office of sheriff or deputy sheriff of any Parish of the State of Louisiana as stipulated herein;

"Deprivation of Rights" means only acts committed under color of any statute, ordinance, regulation, custom, or usage, of any State or political subdivision, which subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction to the deprivation of any rights, privileges or immunities secured by the Constitution and laws of the United States of America.

The company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury or bodily injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

COVERAGE:

Including but not limited to:

1. Bodily Injury.
2. Property Damage.
3. Personal Injury.

4. False Arrest.
5. Erroneous Service.
6. False Imprisonment.
7. Malicious Prosecution.
8. Libel.
9. Slander.
10. Defamation of Character.
11. Violation of Property Rights.
12. Assault and Battery.
13. Deprivation of Civil Rights.
14. Wrongful Eviction
15. Invasion of Privacy.
16. Wrongful Entry.
17. Watercraft not to exceed 36 feet unless specifically endorsed.

SECTION I applies only to accidents arising out of operations as are now or may hereafter within the currency of this Policy be conducted by the Assured subject to the exclusions and conditions hereinafter contained.

CONDITIONS

TERRITORIAL LIMITS

This Policy applies only to accidents arising during the policy period within the United States, its territories or possessions, Canada, Gulf of Mexico.

EXCLUSIONS

This policy does not apply:

(a) To any obligation for which the insured or any carrier as his insurer may be held liable under workmen's compensation, unemployment compensation, disability benefits law, or under any similar law, or to personal injury or bodily injury sustained by any paid full and part time law enforcement officer of the names insured directly or indirectly related to his employment by the named insured;

(b) Under Coverages A, B, or C to claims arising out of the ownership, operation, use, loading or unloading of any land motor vehicle designed for use principally on public highways, including any machinery or apparatus attached thereto or any aircraft;

(c) Under Coverage A to bodily injury to any person occurring while such person is in the custody of any municipal, state or federal authority; other than the named insured;

(d) To Property Damage:

(1) Property owned, occupied by or rented to the Assured.

(2) Property used by the Assured or

(3) Property in the care custody and control or to which the Assured is exercising physical control.

(e) Watercraft exceeding 36 feet in length or while being operated for hire.

DECLARATIONS

1. NAME OF ASSURED:

ARVIS E. WHITMAN

SHERIFF OF THE PARISH OF BIENVILLE

2. ADDRESS:

PARISH OF BIENVILLE

LOUISIANA

3. POLICY PERIOD:

NOVEMBER 1, 1974 TO NOVEMBER 1, 1977

**BOTH DAYS AT 12:01 A.M., CENTRAL STANDARD
TIME**

**4. THE ASSURED IS A LAW ENFORCEMENT AND
TAX COLLECTING AUTHORITY**

5. CLASSIFICATION OF OPERATIONS:

CODE CLASSIFICATION

3762 Policement, full time Law Enforcement Officers

**3762-S Regular and Special Deputies Rated as Police
#3762 and assigned a Payroll of \$200.00 per
month, or less, per man, and Police Cadets (to be
rated as 2475)**

**2475 Municipal, Township, County or State
Employees, not otherwise classified, i.e. tax**

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collecting personnel, etc.

6. RATE:

CODE	MONTHLY RATE	ANNUAL RATE
3762	10.5265 per individual	126.3180 per individual
3762-S	2.6528 per individual	31.8336 per individual
2475	2.6528 per individual	31.8336 per individual

7. SERVICE ORGANIZATION:

GRAY & COMPANY, INC.
2612 SEVERN AVENUE
METAIRIE, LOUISIANA 70002

AUTOMATIC COVERAGE ENDORSEMENT

***OPTION A - MONTHLY PAYMENT - COVERAGE FOR
SCHEDULED EMPLOYEES ONLY***

1. New people employed by each individual Sheriff shall be automatically covered under this contract. The premium for such people will be picked up on the next monthly report.
2. Persons leaving the employment of each individual Sheriff shall be automatically dropped from coverage under this contract on the date of termination of employment. The report for such persons will not be included in the next

monthly audit due.

3. No further pro rata of the premiums for such persons being added to or dropped from the individual Sheriff's Schedule of Insured Persons shall be necessary.

4. All persons not originally listed as covered or added to the list of the "Covered Employees" as submitted monthly by the Sheriff will automatically be considered as "Not Covered" or uninsured.

OPTION B - MONTHLY PAYMENT - COVERAGE FOR ALL EMPLOYEES

1. At the request of the Sheriff, as signed below, coverage is to be extended automatically to cover each and every employee of the Sheriff for the full term of the contract.

2. The estimated number of employees, by classification, of the Sheriff will be filed with the Insurance Carrier at the beginning of the contract.

3. A Voluntary Report will be rendered by the Sheriff monthly, giving the number of persons in his employ by classification.

4. At the end of the coverage period, a final audit will be conducted by the Insurance Carrier verifying the correctness of the Voluntary Audits as submitted by the Sheriff.

5. Any addition or return premium shall be paid by the Sheriff or by the Company, based on the findings of the final audit.

6. Payment shall be accepted by the Company on a monthly basis, based on Voluntary Audits as submitted by the Sheriff, using the monthly rates as scheduled in the Policy.

OPTION C - ANNUAL PAYMENT - COVERAGE FOR ALL EMPLOYEES

1. In lieu of the above, it may be the option of the Sheriff to pay an estimated annual premium using rates in the Policy, subject to an audit at the end of the period.

OPTION A _____

OPTION B _____

OPTION C _____

ACCEPTED BY:

SHERIFF

PARISH OF _____

DATE: _____